

N O T I C E

NO HAND CARRIED BIDS!

NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX at the address noted below. All hand carried offers/proposals will be rejected. Any attempt to hand carry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. See Section L of the solicitation for submission of offers. Fax your request for Maps to Attn: Mrs Shola Matthews-Aroloye @ Fax No. 202-225-3221.

All UPS and FEDEX deliveries are to be made to the Ford House Office Building at the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Ms. Shola Matthews-Aroloye
Room H2-263 Bid Room
Second and "D" Streets, S.W.
Washington, DC 20515

NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO. BG060060		PROJECT NO.	PAGE 1 OF 65 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP NO. 060091 Ref.: RFQBG060060	3. TYPE OF SOLICITATION ____ SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP)		4. DATE ISSUED March 06, 2006
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: Shola Matthews-Aroloye Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: Procurement of Mowing and Snow Removal Services for the U. S. Botanic Garden under the Jurisdiction of the Architect of the Capitol, Washington D. C.					

SOLICITATION

7. Sealed offers as described in Article L.10 for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, April 06, 21, 2006 CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: Shola Matthews-Aroloye TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-0641	

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.						
10. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
11. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	____ CALENDAR DAYS %	
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE		AMENDMENT NO.	DATE
13A. NAME AND ADDRESS OF OFFEROR		DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)		13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER ____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE		16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED		18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE			21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580	
22. NAME OF CONTRACTING OFFICER (Type or print) Shola Matthews-Aroloye CONTRACTING OFFICER			23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 GENERAL PURPOSE

.1 The Contractor shall provide all supervision, labor, materials, supplies and equipment necessary to provide mowing and maintenance and snow removal services as scheduled in the article entitled “**SCHEDULE OF ITEMS**” in this section for the United States Botanic Garden locations in Washington D.C. in accordance with the specification and contract documents.

B.2 SCHEDULE OF ITEMS**.1 Base Period 04/01/2006 TO 09/30/2006**

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility in accordance with the attached SOW	6	MO	\$
0002	Mowing and Maintenance Services for the USBG location at 4700 Shepherd Parkway SW, USBG Conservatory and National Garden	6	MO	\$
0003	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue, SW USBG Bartholdi Park	6	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY.</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
TOTAL BASE PERIOD : \$ _____				

.2 Option 1: 10/01/2006 TO 09/30/2007

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility in accordance with the attached SOW	12	MO	
0002	Mowing and Maintenance Services for the USBG location at 4700 Shepherd Parkway SW, USBG Conservatory and National Garden	12	MO	\$
0003	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue, SW USBG Bartholdi Park	12	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1st Snow Season through April 2006) On an “As Needed Basis”	8	EA	\$
TOTAL FOR OPTION PERIOD 1 : \$ _____				

.3 Option 2 10/01/2007 to 09/30/2008

ITEM #	DESCRIPTION OF SERVICES B.2 UNI	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility in accordance with the attached SOW	12	MO	
0002	Mowing and Maintenance Services for the USBG location at 4700 Shepherd Parkway SW, USBG Conservatory and National Garden	12	MO	\$
0003	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue, SW USBG Bartholdi Park	12	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY.</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
TOTAL FOR OPTION PERIOD 2: \$ _____				

.4 Option 3 10/01/2008 to 09/30/2009

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility in accordance with the attached SOW	12	MO	\$
0002	Mowing and Maintenance Services for the USBG location at 4700 Shepherd Parkway SW, USBG Conservatory and National Garden	12	MO	\$
0003	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue, SW. USBG Bartholdi Park	12	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY.</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
TOTAL FOR OPTION PERIOD 1: \$				

.5 Option 4 10/01/2009 to 09/30/2010

ITEM #	DESCRIPTION OF SERVICES	QTY.	U/M	AMOUNT
0001	Mowing and Maintenance Services for the USBG Production Facility in accordance with the attached SOW	12	MO	
0002	Mowing and Maintenance Services for the USBG location at 4700 Shepherd Parkway SW, USBG Conservatory and National Garden	12	MO	\$
0003	Mowing and Maintenance Services for the USBG location at 100 Maryland Avenue, SW. USBG Bartholdi Park	12	MO	\$
OPTIONS	IDIQ SNOW REMOVAL ON AN AS NEEDED BASIS	<u>ESTIMATED</u>	<u>QTY.</u>	
0004	Snow Removal at D.C. Village Complex, 4700 Shepherd Parkway, S.W. Washington D.C. Garden in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0005	Snow Removal at USBG Conservatory, 100 Maryland Avenue, S.W. Washington, D.D. 20024 in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
0006	Snow Removal at USBG Bartholdi Park Independence Avenue & First Street, SW, Washington D.C. in accordance with attached scope of work (1 st Snow Season through April 2006) On an "As Needed Basis"	8	EA	\$
<p>TOTAL FOR OPTION PERIOD 4 \$ _____</p>				

B.3 UNIT PRICE

.1 The unit price shall include all costs associated with the mowing, maintenance and snow removal services for all locations as indicated in the article entitled “SCOPE AND DESCRIPTION OF WORK” in Section C, to include all labor, material, equipment cost and any associated fees. The unit price shall take precedence over the total price.

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

.1 The Contractor shall furnish all equipment, labor and services required to provide lawn mowing, maintenance and snow removal services to all U. S. Botanic Garden locations as indicated in the article entitled PLACE OF PERFORMANCE /PERFORMANCE LOCATIONS in Section F, Article 2.

C.2 SCOPE AND DESCRIPTION OF WORK

.1 Scope of Work Mowing Services & Maintenance Services:

I. U.S. Botanic Garden

DC Village Complex

4700 Shepherd Parkway SW

Washington DC 20032

1. Mow, edge, and trim all turf areas within and immediately surrounding approximately 25 acres for the Architect of the Capitol DC Village Complex as follows
 - 2a. Areas adjacent to U.S.Botanic Garden Production Facility and AOC Construction Branch Building and at Shepherd Parkway (See attached map), entrance to the property;
 - b. large areas both inside and outside the fence (suitable for riding mowers, push mowers, weed trimmers [around sign age, buildings and other suitable areas], edgers [walkways and parking lot in front of main building]).
 - c. Areas inside and around K-9 units (See attached map).
3. Around cold frames - (suitable for push mowers and weed trimmers). THIS AREA MUST BE BAGGED.
4. Hillside and areas by Blue Plains Drive (suitable for push mowers)
5. Perimeter fence, from DC Fire Training Center around to USC Police Training Center - approximately one and a quarter mile (suitable for push mowers and weed trimmers). Includes removal of trash.
6. All remaining grass areas next to CMD trailer and Senate Storage Facility.
7. Mulch trees in grassy areas in front of Head House, twice (1 time in spring and 1 time in fall).

8. Spray herbicide around compound twice during the growing season. Map to be provided. (Green high lighted.)
9. All mowing should be done one mow per week March through November (estimate 41 mowings), weather and growing conditions permitting.)

Mowing & Maintenance Services for Location II

**II. U. S. Botanic Garden
Conservatory
100 Maryland Avenue SW
Washington DC 20024**

1. Mow, edge and trim perimeter of building on Maryland Avenue and First Street SW.
2. Weed whack and treat all weeds growing on Perimeter of Fence for National Garden site, 3rd Street SW and Independence Avenue to Maryland Avenue SW as necessary.
3. Treat Conservatory lawn for pre and post emergent weed control, including nutsedge, crabgrass, clover.
4. All mowing should be done one mow per week March through November (estimate 45 mowings), weather and growing conditions permitting.)
5. Aerate and invigorate lawn as necessary with application of limestone and fertilizer, top dressed with compost and over seeded to demonstrate quality and excellence.

Mowing & Maintenance Services for Location III

**III. U. S. Botanic Garden
Bartholdi Park
Independence Avenue
and First Street SW.
Washington, DC 20024**

1. Mow, edge and trim all turf areas within and immediately surrounding perimeter of sidewalks, front beds, and internal beds in front of Administration Building.
2. Treat lawn for pre and post emergent weeds, including nutsedge, crabgrass and clover.
3. All mowing should be done one mow per week March through November (estimate 45 mowings), weather and growing conditions permitting.)

4. Aerate and invigorate lawn as necessary with application of limestone and fertilizer, top dressed with compost and over seeded to demonstrate quality and excellence.

Mowing & Maintenance Services for Location IV:

The National Garden Site at the U. S. Botanic Garden Conservatory

1. Mow, edge and trim all turf areas within the above mentioned site.
2. Treat lawn for pre and post-emergent weeds, including nutsedge, crabgrass and clover.
3. All mowing should be done one mow per week March through November (45 mowings), weather and growing conditions permitting.
4. Aerate and invigorate lawn as necessary with application of limestone and fertilizer, top dressed with compost and overseeded to demonstrate quality and excellence.

Contractor Personnel Requirements:

Contractor shall provide:

1. One working supervisor on site to oversee work performed by crew. Supervisor must speak and understand the English Language as well as have the ability to read and write English.
2. All Contractor employees shall be required to wear Personal Protective Equipment (goggles, ear protection, glasses, safety boots) in accordance to OSHA regulations.
4. All work shall be provided in a professional manner and in accordance with specifications set forth by the Landscape Contractors Association of MD-DC-VA.

Snow Removal Services for Location I

**U.S. Botanic Garden
DC Village Complex
4700 Shepherd Pkwy. SW
Washington DC 20032**

1. Remove snow in accordance with article entitled "SCHEDULE OF ITEMS " in Section B of this solicitation. During daytime snowfall, removal needs to begin at one inch accumulations and repeated as necessary until storm subsides.

.2 Snow accumulations need to be deposited as follows:

U.S.B.G. will make determination depending upon how much snow is involved. Accumulation should be pushed to several areas within the general vicinity of the area being cleared.

3. During nighttime snowfall, main drive, front parking lot, and drive to Capitol Police K-9 unit must be free of snow by 6:00AM, 7 days per week including Federal holidays.

4. Apply plant friendly de-icing materials as necessary to all paved areas as needed.
 - a. Main driveway to DC Village Production Facility Head house from Shepherd Pkwy. SW;
 - b. Drive to Senate Storage Building;
 - c. Drive to Capitol Police K-9 Unit complex
 - d. Parking lot in front of USBG Head house;
 - e. Access road to rear of USBG Greenhouses;
 - f. Parking lot behind USBG Head house. (Snow must be pushed away from retaining wall so ice does not build up on parking lot during freeze/thaw cycles;
 - g. Ramps to east and west of Greenhouse Potting Hall;
 - h. Upper and lower loading docks to USBG Head house.

Snow Removal Services for Location II

**U. S. Botanic Garden
Conservatory and National Garden Site
100 Maryland Avenue SW
Washington DC 20024**

1. Remove snow in accordance with article entitled "SCHEDULE OF ITEMS" from all paved surfaces at the Conservatory, sidewalks, ramps, terrace. During daytime snowfall, removal needs to begin at one inch accumulation and repeated as necessary until storm subsides.

2. Snow needs to be put at:

U.S.B.G. will make determination depending upon how much snow is involved. Accumulation should be pushed to several areas within the general vicinity of the area being cleared.

2. Apply plant friendly de-icing materials as necessary to all paved areas as needed.
 - a. Entrance, Terrace, Ramps and Steps;
 - b. Sidewalks on Maryland Avenue SW, First Street SW, Independence Avenue.

Snow Removal Services for Location III

**U. S. Botanic Garden
Bartholdi Park
Independence Avenue
and First Street SW.
Washington, DC 20024**

1. Remove snow in accordance with article entitled "SCHEDULE OF ITEMS" from all paved surfaces on sidewalks surrounding Park, including steps and ramps; the walkway across Park from the Rayburn Building to Washington Street. Steps and walkways to Administration Building shall be cleared by 7:00AM.

2. During daytime snowfall, removal needs to begin at one inch accumulations and repeated as necessary until storm subsides.

3. Snow accumulations need to be deposited at:

U.S.B.G. will make determination depending upon how much snow is involved. Accumulation should be pushed to several areas within the general vicinity of the area being cleared.

2. Apply plant friendly de-icing materials to all sidewalks outlined above, when conditions necessitate.

Contractor Personnel Requirements

1. Contractor shall provide one working Supervisor on site to oversee work performed by crew. Supervisor must read, write, speak and understand the English Language.

2. Contractor shall provide employees with all required Personal Protective Equipment in accordance to OSHA regulations.

3. All work shall be provided in a professional manner and in accordance with specification.

4. We do expect snow removal services on Federal holidays. We are open to the public seven days per week.

END OF SECTION C

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

.1 The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

.2 Inspection and acceptance will be performed at the following U.S. Botanic Garden's locations:

Mowing & Maintenance Services for Location I:

U.S. Botanic Garden
DC Village Complex
4700 Shepherd Pkwy. SW
Washington DC 20032

Mowing & Maintenance Services for location II:

U. S. Botanic Garden
Conservatory
100 Maryland Avenue SW
Washington DC 20024

Mowing & Maintenance Services for Location III:

U. S. Botanic Garden
Bartholdi Park
Independence Avenue
and First Street SW.
Washington, DC 20024

Mowing & Maintenance Services for Location IV:

The National Garden Site at the
U. S. Botanic Garden Conservatory

Snow Removal Services for Location I

U.S. Botanic Garden
DC Village Complex
4700 Shepherd Pkwy. SW
Washington DC 20032

Snow Removal Services for Location II

U. S. Botanic Garden
Conservatory and National Garden Site
100 Maryland Avenue SW
Washington DC 20024

Snow Removal Services for Location III
U. S. Botanic Garden
Bartholdi Park
Independence Avenue
and First Street SW.
Washington, DC 20024

E.2 CLAUSES INCORPORATED BY REFERENCE

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
INSPECTION OF SERVICES-FIXED-PRICE	AUG 1996	52.246-4

END OF SECTION E

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 AOC52.211-4 TERM OF CONTRACT (JUN 2004)

.1 The term of contract shall be from date of contract award through September 30, 2006 for the base year with option for increased services from October 1, 2006 through September 30, 2010.

F.2 PERFORMANCE LOCATION

.1 See Section C, Description/Specifications/Work Statement.

F.3 HOURS OF PERFORMANCE

.1 The Contractor shall have access to the premises for the work to be performed according to the following schedule: lawn mowing and maintenance of all locations will be accomplished during the Government's workday of 7:00am to 3:30pm, Monday through Friday, except where noted differently. Snow removal services when required shall be performed noted in Section C.

.2 Regular schedule should be determined within Monday-Friday 7:00 AM to 3:30 PM, alternate scheduling may be made as needed and after approval from client. The Architect of the Capitol does not expect mowing and maintenance services to be performed on the following Federal Holidays:

New Year's Day, January
Birthday of Martin Luther King Jr., January
George Washington's Birthday, February
Memorial Day, May
Independence Day, July 4th
Labor Day, September
Columbus Day, October
Veteran's Day, November
Thanksgiving Day, November
Christmas Day, December

F.4 SUSPENSION OF WORK FAR 52.242-14 (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of the contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this article shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

END OF SECTION F

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JUN 2004)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (I) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *40 P Street SE inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this contract.

(End of clause)

G.2 PAYMENTS (AOC) (NOV 2002)

.1 The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal 50 percent of the total amount of this contract.

.2 All material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of fulfilling contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

.3 Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

.4 Until further notice, properly certified invoices shall be FAXED, in triplicate, to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- .1 Contract Number
- .2 Name, address and Taxpayer I.D. of Contractor
- .3 Invoice Date
- .4 Amount by line item including quantity and unit pricing (see the article entitled "SCHEDULE OF ITEMS" in Section B)

.5 Payments will be made directly to your financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is invited to the requirements of the article entitled "MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT" in this section.

END OF SECTION G

**SECTION I
CONTRACT CLAUSES**

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SECTION I CONTRACT CLAUSES

AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- ©) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

- (a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor

shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.215-11 AUDITS (JUN 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and they are current as of _____ (date).

Date of Execution _____

Firm _____

Signature _____

Title _____"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 01, 2006 through September 30, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$2,000.00;

(2) Any order for a combination of items in excess of \$2,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source

(End of clause)

FAR 52.216-22 INDEFINITE QUANTITY(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the

Schedule as the “maximum”. The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum”.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2010.

ORDERING OF OPTION WORK

The requirement for snow removal shall be ordered on an as needed basis by issuance of a separate modification to this awarded purchase order with a maximum of 8 times during the snow removal period. Any additional times will be ordered by separate purchase order.

The requirement for additional services from April 1, 2006 through September 30, 2006 will be ordered by a modification to the awarded purchase order.

FAR 52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ninety (24 hours). Delivery of added items shall continue at the same rate the like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082©)(2).

(End of clause)

AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building, Room H2-263
Attn: Shola Matthews-Aroloye
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Gardner (WG-6)	\$16.42/hr.	
1. FERS Benefit		\$2.63
2. Medicare		.25
3. Social Security		1.02

4.	Thrift Savings Plan		.82
5.	Life		.08
6.	Health		<u>1.48</u>
		TOTAL	\$22.69
Laborer - Grounds Maintenance, (11210) (WG-3)		\$12.24	
1.	FERS Benefit		\$1.96
2.	Medicare		.18
3.	Social Security		.76
4.	Thrift Savings Plan		.61
5.	Life		.06
6.	Health		<u>1.10</u>
		TOTAL	\$16.92
Truck Driver, Heavy, 31363 (WG-8)		\$19.09	
1.	FERS Benefit		\$3.05
2.	Medicare		.29
3.	Social Security		1.18
4.	Thrift Savings Plan		.95
5.	Life		.10
6.	Health		<u>1.72</u>
		TOTAL	\$26.38
(End of clause)			

AOC52.223-1 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - SUPPLEMENT (JUN 2004)

(a) Except as provided in paragraph ©), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph ©) of this clause.

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification

number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a "Material Safety Data Sheet", meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard

No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(I) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(I) Except as provided in paragraph (I)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS (SEP 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

©) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the areas is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are presently not available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AOC52.232-2 PAYMENTS - SERVICES (JUN 2004)

(a) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal 50 percent of the total amount of this contract.

(b) If partial payments are to be made, all work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of fulfilling contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(c) Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(d) Until further notice, properly certified invoices shall be FAXED, in triplicate, to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must

be secured by telephoning the Accounting Officer at (202) 226-2552. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D.of Contractor;
- (3) Invoice Date; and
- (4) Amount by line item including quantity and unit pricing (see the "SCHEDULE OF ITEMS" in Section B)

(e) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL
CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

- (I) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (I) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

©) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

(I) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(I) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (I) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(I) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph ©) of this clause. The information required is as follows:

- (1) The contract number;
 - (2) The contractor's name and remittance address as stated in the contract(s);
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
 - (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
 - (5) The contractor's account number and the type of account (checking, saving or lockbox).
- (j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in

the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (SEP 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF
CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within seven (7) calendar from the date of delivery by the contractor of the materials and/or period of time. This notice shall state either -

- (1) That the Contractor shall correct or reperform any defective or nonconforming services;
- or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the

Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICE (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 (six) months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 (sixty) days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

.1 The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

.2 If the Government exercises this option, the extended contract shall be considered to include this option clause.

.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished “property” includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

©) The Contracting Officer’s Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor’s representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor’s representative shall be responsible for ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the “Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol” before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDIT AND RECORDS - NEGOTIATION	JUN 1999	52-215-2
OPTION TO EXTEND SERVICES	NOV 1999	52.217-8
MATERIAL REQUIREMENTS	AUG 2000	52.211-5
WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996	52.222-20
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
FAIR LABOR STANDARD ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTI-YEAR AND OPTION CONTRACTS)	MAY 1989	52.222-43
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
PATENT INDEMNITY	APR 1984	52.227-3
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

END OF SECTION I

SECTION J

LIST OF ATTACHMENTS

<u>ATTACH. NUMBER</u>	<u>ATTACHMENT NAME</u>	<u>NO. OF PAGES</u>
J.1	PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM ..	2
J.2	U.S. CAPITOL POLICE REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (for informational purposes only)	1
J.3	WAGE DETERMINATION NO. 1994-2103 Revision No. 34 DATED 05/23/2005	9
J.4	AOC PAST PERFORMANCE QUESTIONNAIRE FORM	4

END OF SECTION J

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()

FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _ _ _ _ CHECKING _ _ _ _ SAVINGS _ _ _ _ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) _____ Address: _____
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. *If you have never used another name write "None".*) _____

3. Date of Birth: (Month, Day, Year) _____ 4. Birthplace: (City and State or Country) _____

5. Social Security Number: _____ 6. Gender: _____
Male Female

7. Race: _____ 8. Height: _____ 9. Weight: _____ 10. Eye Color: _____ 11. Hair Color: _____

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: _____ 13. Date: _____

1994210334

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D. C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No. : 1994-2103
Revision No. : 34
Date Of Last Revision: 05/23/2005

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31

01520 - Test Proctor	17. 31
01531 - Travel Clerk I	11. 63
01532 - Travel Clerk II	12. 49
01533 - Travel Clerk III	13. 41
01611 - Word Processor I	12. 75
01612 - Word Processor II	15. 10
01613 - Word Processor III	17. 02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15. 10
03041 - Computer Operator I	15. 10
03042 - Computer Operator II	17. 02
03043 - Computer Operator III	18. 89
03044 - Computer Operator IV	21. 09
03045 - Computer Operator V	23. 35
03071 - Computer Programmer I (1)	19. 64
03072 - Computer Programmer II (1)	23. 33
03073 - Computer Programmer III (1)	27. 62
03074 - Computer Programmer IV (1)	27. 62
03101 - Computer Systems Analyst I (1)	27. 62
03102 - Computer Systems Analyst II (1)	27. 62
03103 - Computer Systems Analyst III (1)	27. 62
03160 - Peripheral Equipment Operator	15. 10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22. 73
05010 - Automotive Glass Installer	17. 88
05040 - Automotive Worker	17. 88
05070 - Electrician, Automotive	18. 95
05100 - Mobile Equipment Servicer	15. 69
05130 - Motor Equipment Metal Mechanic	19. 98
05160 - Motor Equipment Metal Worker	17. 88
05190 - Motor Vehicle Mechanic	20. 07
05220 - Motor Vehicle Mechanic Helper	16. 81
05250 - Motor Vehicle Upholstery Worker	17. 88
05280 - Motor Vehicle Wrecker	17. 88
05310 - Painter, Automotive	18. 95
05340 - Radiator Repair Specialist	17. 88
05370 - Tire Repairer	14. 43
05400 - Transmission Repair Specialist	19. 98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9. 91
07010 - Baker	12. 25
07041 - Cook I	11. 53
07042 - Cook II	12. 79
07070 - Dishwasher	9. 76
07130 - Meat Cutter	16. 07
07250 - Waiter/Waitress	8. 59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18. 05
09040 - Furniture Handler	12. 55
09070 - Furniture Refinisher	18. 05
09100 - Furniture Refinisher Helper	13. 85
09110 - Furniture Repairer, Minor	16. 01
09130 - Upholsterer	18. 05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9. 67
11060 - Elevator Operator	9. 79
11090 - Gardener	14. 27
11121 - House Keeping Aid I	9. 97
11122 - House Keeping Aid II	10. 77
11150 - Janitor	10. 12
11210 - Laborer, Grounds Maintenance	11. 65
11240 - Maid or Houseman	9. 97
11270 - Pest Controller	12. 49

11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool room)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93

21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneumatic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	22.21
23931 - Telecommunication Mechanic II	23.41
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24

25210 - Water Treatment Plant Operator	19. 72
27000 - Protective Service Occupations	
(not set) - Police Officer	23. 19
27004 - Alarm Monitor	16. 79
27006 - Corrections Officer	18. 10
27010 - Court Security Officer	20. 72
27040 - Detention Officer	18. 29
27070 - Firefighter	20. 97
27101 - Guard I	11. 51
27102 - Guard II	15. 16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19. 89
28020 - Hatch Tender	19. 89
28030 - Line Handler	19. 89
28040 - Stevedore I	18. 71
28050 - Stevedore II	21. 11
29000 - Technical Occupations	
21150 - Graphic Artist	22. 81
29010 - Air Traffic Control Specialist, Center (2)	32. 70
29011 - Air Traffic Control Specialist, Station (2)	22. 54
29012 - Air Traffic Control Specialist, Terminal (2)	24. 82
29023 - Archeological Technician I	15. 78
29024 - Archeological Technician II	17. 58
29025 - Archeological Technician III	21. 94
29030 - Cartographic Technician	23. 33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31. 26
29040 - Civil Engineering Technician	22. 19
29061 - Drafter I	14. 31
29062 - Drafter II	16. 57
29063 - Drafter III	18. 53
29064 - Drafter IV	23. 33
29081 - Engineering Technician I	17. 67
29082 - Engineering Technician II	19. 84
29083 - Engineering Technician III	22. 54
29084 - Engineering Technician IV	27. 49
29085 - Engineering Technician V	33. 62
29086 - Engineering Technician VI	40. 67
29090 - Environmental Technician	21. 22
29100 - Flight Simulator/Instructor (Pilot)	36. 95
29160 - Instructor	26. 54
29210 - Laboratory Technician	18. 56
29240 - Mathematical Technician	23. 70
29361 - Paralegal/Legal Assistant I	20. 03
29362 - Paralegal/Legal Assistant II	24. 82
29363 - Paralegal/Legal Assistant III	30. 35
29364 - Paralegal/Legal Assistant IV	36. 73
29390 - Photooptics Technician	23. 33
29480 - Technical Writer	28. 55
29491 - Unexploded Ordnance (UXO) Technician I	20. 78
29492 - Unexploded Ordnance (UXO) Technician II	25. 14
29493 - Unexploded Ordnance (UXO) Technician III	30. 13
29494 - Unexploded (UXO) Safety Escort	20. 78
29495 - Unexploded (UXO) Sweep Personnel	20. 78
29620 - Weather Observer, Senior (3)	21. 32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18. 30
29622 - Weather Observer, Upper Air (3)	18. 30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15. 95
31260 - Parking and Lot Attendant	8. 62
31290 - Shuttle Bus Driver	13. 45
31300 - Taxi Driver	12. 71
31361 - Truckdriver, Light Truck	13. 89
31362 - Truckdriver, Medium Truck	17. 09

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31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

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10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage

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rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This

publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP060091: Procurement of Mowing and Snow Removal Services for the U. S. Botanic Garden under the Jurisdiction of the Architect of the Capitol, Washington D. C.

The company listed below is preparing an offer on the above project for the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the company whose performance is being evaluated during the period the information may be used to provide source selection information.

This past performance questionnaire is being submitted by the contractor and you are requested complete it and return it to the Architect of the Capitol in care of (Shola Matthews-Aroloye) at FAX number (202)225-3221 on or before the proposal submission due date of (March 21, 2006). While all elements below may not apply, please complete as much as possible.

Company/Individual Requesting Past Project Information:

Name: _____

Past Project Title On Which The Company Is Being Evaluated

Project Title : _____

Evaluator POC (for verification purposes)

Name: Agency/Company, POC _____ Date: _____

Phone No.: _____ Fax No. _____

E-mail Address: _____

Address: _____

Position held or function in relation to project: _____

Ratings: Please evaluate the contractor's performance using the following ratings:

"O" Outstanding	The contractor's performance clearly exceeded the contract requirements.
"S" Satisfactory	The contractor's performance met the contract requirements.
"M" Marginal	The contractor's performance met the minimum contract requirements but with difficulty.

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP060091: Procurement of Mowing and Snow Removal Services for the U. S. Botanic Garden under the Jurisdiction of the Architect of the Capitol, Washington D. C.

“U” Unsatisfactory The contractor’s performance was poor and/or did not satisfy contract requirements.

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract’s minimum requirements. (Use additional sheets as needed)

1. Performance in meeting delivery/completion schedules: _____

_____ **Rating:**

2. What did the contractor do to improve or resolve schedule problems, if any? _____

_____ **Rating:**

3. The contractor’s quality control (CQC)._____

_____ **Rating:**

4. The contractor’s performance in delivering quality work in accordance with the contract: _____

_____ **Rating:**

5. The contractor’s ability to provide the required work at a reasonable total price. _____

_____ **Rating:**

6. The contractor’s compliance with labor standards, if applicable. _____

_____ **Rating:**

7. The contractor’s compliance with safety standards. _____

_____ **Rating:**

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP060091: Procurement of Mowing and Snow Removal Services for the U. S. Botanic Garden under the Jurisdiction of the Architect of the Capitol, Washington D. C.

8. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain. _____

Rating:

9. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work. _____

Rating:

10. Was the customer satisfied with the end product? _____

Rating:

11. The relationship between the contractor and owner's contract team/Contracting Officer/COR/COTR?

Rating:

12. The contractor's on-site management and coordination of subcontractors.

Rating:

13. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

Rating:

14. Has the contractor filed any modifications? _____ How many? _____

And to what extent? _____

15. Has the contractor been provided an opportunity to discuss any negative performance ratings?

If so, what were the results? _____

AOC PAST PERFORMANCE QUESTIONNAIRE
RFP060091: Procurement of Mowing and Snow Removal Services for the U. S. Botanic Garden under the Jurisdiction of the Architect of the Capitol, Washington D. C.

16. **OVERALL RATING** **Rating:** _____

17. Please provide any additional comments: _____

**SECTION K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS**

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SECTION K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(I) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
--

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(I) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

©) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701©) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

©) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701©)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

- _____ Government entity (Federal, State, or local);
- _____ Foreign government
- _____ International organization per 26 CFR 1.6049-4;
- _____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

©) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(I) The offeror and/or any of its Principals –

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

©) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

©) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u>	<u>Title</u>
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<u>Telephone:</u>	<u>E-Mail:</u>
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<u>Name</u>	<u>Title</u>
-------------	--------------

<u>Telephone:</u>	<u>E-Mail:</u>
-------------------	----------------

<u>Name</u>	<u>Title</u>
-------------	--------------

<u>Telephone:</u>	<u>E-Mail:</u>
-------------------	----------------

(End of provision)

END OF SECTION K

SECTION L

**INSTRUCTIONS, CONDITIONS,
AND NOTICES TO OFFERORS**

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION DEFINITIONS (AOC) (NOV 1999)

- .1 “Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- .2 “Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- .3 “Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

L.2 SITE VISIT (AOC) (JUN 2003)

- .1 Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- .2 **A pre-proposal meeting will be conducted on March 16, 2006 at 9:30 a.m. local time at USBG Production Facility, 4700 Shepherd Parkway SW, Washington DC 20032. Interested parties are advised to call Mr. John Gallagher at 202-225-6646 regarding the direction to the site-visit location.**
- .3 The Architect of the Capitol will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Shola Matthews-Aroloye, Contract Specialist at (202) 226-0641.
- .5 Offerors are cautioned that notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

L.3 GENERAL INFORMATION (AOC) (MAY 2003)

- .1 Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

.2 Offerors, including subcontractors if permitted under this solicitation, shall be individuals, partnerships, or corporations who are regularly engaged in the business covered by these specifications and who have established a satisfactory record in the past for performance of contracts of similar character and extent, and who maintain a regular force of workmen skilled in the performance of the work the offeror undertakes to perform upon submission of his proposal. Offerors shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

L.4 INTERPRETATIONS (AOC) (SEP 1999)

.1 Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail to smatthews@aoc.gov for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of: **Shola Matthews-Aroloye, Contract Specialist**, Procurement Division at least **five (5) calendar days prior to the date specified for receipt of proposals**. Written requests shall be transmitted via e-mail to smatthew@aoc.gov or via facsimile to (202) 225-3221. Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors and shall become a part of the contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted. Offerors shall acknowledge in Block 12 of the form entitled, "SOLICITATION, OFFER, AND AWARD," the receipt of all amendments. Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

L.5 PREPARATION OF OFFERS (DEC 2002)

.1 Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

.2 Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

.3 For each item offered, offers shall (1) show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

.4 Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

L.6 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL

- (a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item Nos. 1 through 6, inclusive), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.
- (b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.
- (c) The Price Proposal will be submitted with the required documents in the following order:
- (1) The "SOLICITATION, OFFER, AND AWARD" FORM (original signature required in Block 15);
 - (2) Section B - The "SCHEDULE" pages; and
 - (3) Section K - The "REPRESENTATIONS AND CERTIFICATIONS".
- (d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.
- (c) Price will be evaluated to determine whether it is reasonable and its position in the range of all prices..

L.7 INSTRUCTION FOR PREPARING THE TECHNICAL PROPOSAL

.1 The Technical Proposal shall be organized in accordance with the following format to facilitate review by the Contracting Officer; and shall provide complete and thoroughly detailed information responsive to the following requirements:

.1 Corporate Experience

Provide a listing of offerors' past experience with projects of similar scope, size and complexity which involved lawn mowing and maintenance services and snow removal services performed by your firm during the last five (5) years. For each project listed, provide the following:

From/To (Dates- Month & Year):

Project Description (type of facility, square footage, complexity of mowing and maintenance and snow removal services to include description of services included in the contract):

Client Agency:

Technical Point of Contact:

Current Phone No. For Point of Contact:

Dollar Value of Contract:

Relevance of Experience to This Project:

.2 Past Performance

Provide a listing of past projects of similar scope, size and complexity which involved lawn mowing and maintenance and snow removal services performed by your company during the last five (5) years. The offeror's past performance will be evaluated to determine the extent of successful completion of similar projects within the past five (5) years, taking into consideration timeliness, flexibility and degree of client satisfaction for each project of high visibility and security area that were significantly similar to those required by this solicitation. In addition the Government will consider references submitted by the offeror and may consider information from other sources.

.3 Quality Control

The offeror's quality control procedures will be evaluated to ensure that the Quality Control Manager (QCM), is separate from the Contract Job Manager to determine if the methods and techniques are effective in the detection of deficiencies, and efficient in correcting deficiencies. The resume of their proposed QCM will be evaluated to determine the level of his/her qualifications to manage the quality services required by this solicitation. The offeror's proposal will be evaluated to determine the frequency, thoroughness and means of documentation.

.4 Management Approach.

The offeror's management approach will be evaluated to determine whether the proposed plan for their corporate organization of staff resources are efficient and effective.

Proposals will be evaluated to determine the effectiveness of the corporate staff resources in interfacing with and providing support to the Contract Job Manager and supervisors.

Proposals will be evaluated to determine whether appropriate delegations of authority are provided to the Project Manager and supervisors to allow them to efficiently perform the contract. Proposals will also be evaluated to determine the degree of effectiveness of the proposed management approach including relevant personnel practices; management controls over the workforce; and management techniques to identify and correct performance problems.

.5 Key Personnel (Supervisor (s)/ Contract Job Manager

Provide resume of the proposed Contract Job Manager which will be evaluated to determine the level of his/her qualifications to manage the services required by this

solicitation. Higher scores will be assigned to those offeror's whose proposed personnel have the most relevant education, training and skills. The resume will also be evaluated to determine the extent of successful participation in similar projects within the past five years, taking into consideration degree of client satisfaction for each project. Higher scores will be given to offerors whose Contract Job Manager's relevant experience is extensive and whose past performance has been highly successful.

.6 Technical Approach.

The offeror's technical approach will be evaluated to determine if the proposed plans for scheduling and carrying out the work are efficient and effective.

The proposed listing of chemicals/supplies will be evaluated to determine if it is complete relative to the requirements of the solicitation and if the proposed chemicals/supplies are appropriate for the proposed uses.

The proposed listing of tools and equipment will be evaluated to determine if it is complete relative to the requirements of the solicitation and if the proposed tools and equipment are appropriate for the proposed uses.

The proposed staffing plan will be evaluated to determine whether the proposed number of employees and the skill mix / qualifications of those employees are appropriate, and will assure the efficient completion of the work. The proposed staffing plan will also be evaluated to determine whether duty assignments are comprehensive and realistic.

L.8 AMENDMENTS TO SOLICITATION (AOC) (JUN 2003)

.1 If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

.2 Offerors shall acknowledge receipt of any amendment to this solicitation by:

- .1 signing and returning the amendment,
- .2 identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer,
- .3 letter or telegram, or
- .4 facsimile, if facsimile offers are authorized in the solicitation.

The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

L.9 FAILURE TO SUBMIT OFFER

.1 Recipients of this solicitation not responding with a offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a offer and does not notify the issuing office that future solicitations are desired, the recipient's name **will** be removed from the applicable mailing list.

L.10 SUBMISSION OF OFFERS (AOC) (JUN 2003)

.1 Offers and offer modifications shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes addressed to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Shola Matthews-Aroloye, Room H2-263Bid Room, Second and "D" Streets, S.W., Washington, DC with offeror's name and address in the upper left hand corner. Complete and attach the label, OF-17 Notice To Offeror, on the outside of the envelope/package. **Offers and modifications must be sent via Federal Express (FEDEX) or United Parcel Service (UPS). Hand-carried offers and modifications will be rejected.**

.2 To assist in tracking of offers, offerors are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as a copy of their FEDEX or UPS receipt to Shola Matthews-Aroloye (202) 225-3221 at the time of the issuance of their proposal.

L.11 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS (AOC) (JUL 2003)

.1 Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

.2 Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

.1 If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

.2 There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

.3 It is the only proposal received.

.3 However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

.4 Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

.5 If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the

solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

.6 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

L.12 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates an award of a firm-fixed-price contract resulting from this solicitation.

END OF SECTION L

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M

EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION CRITERIA (AOC) (JUN 2003)

.1 The evaluation criteria to be used by the Contract Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” and the article entitled “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase. As part of its’ overall evaluation of the offeror’s experience, the Government will assess the offeror’s ability to complete projects on time and within budget.

.2 TECHNICAL CRITERIA. Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance:

.1 Corporate Experience

Provide a listing of offerors’ past experience with projects of similar scope, size and complexity which involved lawn mowing and maintenance services and snow removal services performed by your firm during the last five (5) years. For each project listed, provide the following:

From/To (Dates- Month & Year):

Project Description (type of facility, square footage, complexity of mowing and maintenance and snow removal services to include description of services included in the contract):

Client Agency:

Technical Point of Contact:

Current Phone No. For Point of Contact:

Dollar Value of Contract:

Relevance of Experience to This Project:

.2 Past Performance

Provide a listing of past projects of similar scope, size and complexity which involved lawn mowing and maintenance and snow removal services performed by your company during the last five (5) years. The offeror’s past performance will

be evaluated to determine the extent of successful completion of similar projects within the past five (5) years, taking into consideration timeliness, flexibility and degree of client satisfaction for each project of high visibility and security area that were significantly similar to those required by this solicitation. In addition the Government will consider references submitted by the offeror and may consider information from other sources.

.3 Quality Control

The offeror's quality control procedures will be evaluated to ensure that the Quality Control Manager (QCM), is separate from the Contract Job Manager to determine if the methods and techniques are effective in the detection of deficiencies, and efficient in correcting deficiencies. The resume of their proposed QCM will be evaluated to determine the level of his/her qualifications to manage the quality services required by this solicitation. The offeror's proposal will be evaluated to determine the frequency, thoroughness and means of documentation.

.4 Management Approach.

The offeror's management approach will be evaluated to determine whether the proposed plan for their corporate organization of staff resources are efficient and effective.

Proposals will be evaluated to determine the effectiveness of the corporate staff resources in interfacing with and providing support to the Contract Job Manager and supervisors.

Proposals will be evaluated to determine whether appropriate delegations of authority are provided to the Project Manager and supervisors to allow them to efficiently perform the contract. Proposals will also be evaluated to determine the degree of effectiveness of the proposed management approach including relevant personnel practices; management controls over the workforce; and management techniques to identify and correct performance problems.

.5 Key Personnel (Supervisor (s)/ Contract Job Manager

The resume of the proposed Contract Job Manager will be evaluated to determine the level of his/her qualifications to manage the services required by this solicitation. Higher scores will be assigned to those offeror's whose proposed personnel have the most relevant education, training and skills. The resume will also be evaluated to determine the extent of successful participation in similar projects within the past five years, taking into consideration degree of client satisfaction for each project. Higher scores will be given to offerors whose Contract Job Manager's relevant experience is extensive and whose past performance has been highly successful.

.6 Technical Approach.

The offeror's technical approach will be evaluated to determine if the proposed plans for scheduling and carrying out the work are efficient and effective.

The proposed listing of chemicals/supplies will be evaluated to determine if it is complete relative to the requirements of the solicitation and if the proposed chemicals/supplies are appropriate for the proposed uses.

The proposed listing of tools and equipment will be evaluated to determine if it is complete relative to the requirements of the solicitation and if the proposed tools and equipment are appropriate for the proposed uses.

The proposed staffing plan will be evaluated to determine whether the proposed number of employees and the skill mix / qualifications of those employees are appropriate, and will assure the efficient completion of the work. The proposed staffing plan will also be evaluated to determine whether duty assignments are comprehensive and realistic.

.3 PRICE CRITERIA. Price will be evaluated to determine whether it is reasonable and its position in the range of all prices.

M.2 CONTRACT AWARD (AOC) (JUN 2003)

.1 The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

.2 The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

.3 The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions.

.4 The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

.5 A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph .4 of this article), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

.6 Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

.7 The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total

evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

M.3 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

.1 Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Contracting Officer will evaluate proposals for purposes of award of contract by adding the total of extended unit prices offered for the Base Period to the total of extended unit prices offered for the Option Year(s). The resultant sum is designated, and will be referred to as, the Total Price.

.2 Evaluation of Option(s) will not obligate the Government to exercise the Option(s).

.3 The Government may reject a bid as nonresponsive if it is materially unbalanced as to prices for the Base Period and the Option(s) quantities. A offer is unbalanced when it is based on prices significantly less than cost for some work, and prices which are significantly overstated for other work.

END OF SECTION M